

ADDENDUM #2 - (DTD 9/28/06) SEE ATTACHED QUESTIONS AND ANSWERS. DUPLICATE SECTION 2.15 REMOVED. SEE CHANGE TO SECTIONS 1.0, 2.11.1, 2.18.1 AND THE ATTACHMENT A PRICING PAGE.

ADDENDUM #1 – (DTD 9/18/06) SEE CHANGE TO BID OPENING DATE.



NOTICE OF SOLICITATION

SERIAL 06065-S

**INVITATION FOR BID FOR: MOWING OF FLOOD CONTROL STRUCTURES (CHANNELS)
[NIGP 98836]**

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T.** on ~~SEPTEMBER 26, 2006~~ **OCTOBER 17, 2006** for the furnishing of the following for Maricopa County bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 06065-S INVITATION FOR BID FOR MOWING OF FLOOD CONTROL STRUCTURES (CHANNELS) [NIGP 98836]."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

**ANDREA STUPKA
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3504**

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON SEPTEMBER 12, 2006 AT 9:00 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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SERIAL 06065-S

NO RESPONSE

Respondents not responding to this Invitation for Bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 06065 -S"

Responses must be received **BY 2:00 P.M., SEPTEMBER 26, 2006**. Respondents failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 06065-S

**TITLE: MOWING OF FLOOD CONTROL STRUCTURES (CHANNELS)
[NIGP 98836]**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NOT SUBMITTING A BID:

_____ Insufficient time
_____ Do not handle product/service
_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR BID FOR: MOWING OF FLOOD CONTROL STRUCTURES (CHANNELS)
[NIGP 98836]

1.0 INTENT:

The intent of this solicitation is to enter into a Contract that will provide mowing services for the Maricopa County Flood Control District's channels **as needed.**

2.0 SPECIFICATIONS:

2.1 CONTRACTOR STATEMENT OF QUALIFICATIONS:

2.1.1 Bidders shall submit a Qualifications Statement for performance of the work under this contract. This statement shall include a list of equipment available for performance of the work under this contract. The District reserves the right to reject any bid when, in its opinion; the Bidder has not demonstrated he will be properly equipped to perform the work in an efficient, effective manner during the contract period. Bids submitted without this statement may be considered non-responsive and rejected.

2.2 CONTRACTOR PERFORMANCE:

2.2.1 The Contractor shall furnish all necessary mobilization, labor, tools, equipment, and supplies to perform the required services at the District facilities designated. The Operations and Maintenance Division Manager or his agent will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Operations and Maintenance Division Manager or his agent, performance becomes unsatisfactory, the District shall notify the Contractor.

2.2.2 The Contractor will have two (2) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the District shall have the immediate right to complete the work to its satisfaction and shall deduct the cost from any balances due or to become due the Contractor. Repeated incidence of unsatisfactory performance may result in cancellation of the agreement for default.

2.3 SERVICE ADDITIONS/INTERRUPTIONS:

2.3.1 The District reserves the right to delete maintenance service areas during the contract period. In the event of such a deletion, the District will give the Contractor 30 days notice in writing prior to date of discontinuance of maintenance services and responsibilities.

2.3.1.1 Contractor will be allowed no compensation for loss of work due to said deletions.

2.3.2 Further, the District reserves the right to add maintenance service areas during the term of the contract. In the event the District and the Contractor cannot agree on maintenance charges, the District reserves the right to maintain the additional areas with District personnel or another contractor.

- 2.3.3 The District also reserves the right to implement redesign projects of any service areas or portions thereof bid under this contract at any time during the term of the contract. In the event of such a project, the District will give the Contractor 30 days notice in writing prior to temporary suspension of mowing services and responsibilities, and will advise the Contractor in writing 15 days in advance of resumption of mowing services and responsibilities. All such notices issued by the District will specifically define the project location. The bid price for maintenance of the segment to undergo redesign shall be prorated and such payment shall be withheld from the Contractor during the temporary suspension of services. The Contractor will be allowed no compensation for loss of work during the redesign or construction period. Upon resumption of maintenance by the Contractor of any redesigned areas, the Contractor shall maintain these segments in accordance with all terms, conditions, and specifications set forth in this contract.

2.4 HAZARDS/SAFETY AND REPORTING:

- 2.4.1 During normal working hours, the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the site. The Contractor shall cooperate fully with the District in the investigation of any accidental injury or death occurring on the site, including a prompt report within one (1) day thereof to the Operations and Maintenance Division Manager or his agent if they occur within the contract boundaries, an adjacent property, or the public right-of-way.
- 2.4.2 The District, through its designees, reserves the right to issue immediate restraints or cease or desist orders to Contractors when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.
- 2.4.3 Hazardous conditions, not caused or correctable by the Contractor, are to be immediately reported to the Operations and Maintenance Division Manager.

2.5 KEY CHARGES:

- 2.5.1 The Contractor(s) shall be required to supply his own locks and double-lock all gates.

2.6 MOWING SERVICE SCHEDULES:

- 2.6.1 The Contractor shall provide work schedules for each site which shall be submitted to the Operations and Maintenance Division Manager within ten (10) days after work is requested. The schedule shall delineate the time frames for the landscape maintenance functions or tasks by day of the week, morning or afternoon. Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the District.
- 2.6.1.1 The District reserves the right to make suggested changes to the schedule set up by the Contractor, the specific requirements, and to establish the minimum requirements. It is expressly understood by the Contractor that the intent of this contract is to provide mowing services for the areas indicated. Thereafter, any changes in scheduling shall be submitted, in writing to the Operations and Maintenance Division Manager. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Revisions shall be submitted to the Operations and Maintenance Division Manager within five (5) work days prior to scheduled time for the work.
- 2.6.2 The Contractor must make every effort to stay on schedule and shall complete all routine work during the calendar week that is scheduled, unless unforeseen circumstances out of the control of the Contractor cause delays. All scheduled items not completed during the week must be reported to the Operations and Maintenance Division Manager or his agent on Monday of the following week with an explanation of why the work was not completed. This report shall be in written form.

2.6.3 The District will determine if the work is not done on schedule constitutes a deficiency. The Contractor must gain approval of the District to do work more than one (1) day ahead of schedule. If prior approval is not requested or obtained, the District may refuse to pay for work items done two (2) or more days ahead of schedule.

2.6.4 Failure to submit schedules or revisions prior to commencement of routine work shall be considered breach of contract in accordance with this document.

2.7 WORK REPORT:

2.7.1 Daily, the Contractor will be required to compile a report of work items completed the previous day. The report will be submitted weekly by 12:00 noon the first workday after completion of that week's work. A facsimile machine may be used for this requirement. The Construction and Maintenance Division fax number is (602) 506-1663.

2.8 INSPECTIONS:

2.8.1 Monitoring will include every facet of operations outlined in the detailed specifications. The Operations and Maintenance Division Manager or his agent will serve as monitor to oversee adherence to the contract and to assist in resolving problems as they occur.

2.8.2 The Contractor shall perform maintenance inspections weekly during daylight hours of all sites. Such inspections shall be both visual and operational.

2.8.3 The District's monitor provides continuing inspection of the sites to ensure adequacy of maintenance and that methods of performing the work are in compliance with the specifications. Discrepancies and deficiencies in the work shall be noted in writing and (unless it is an emergency, in which case a phone call will suffice) brought to the attention of the Contractor's representative directly by the inspector, and shall be corrected by the Contractor within two (2) working days.

2.8.4 Failure to correct areas named deficient by the District may result in termination of the contract for default, unless written extensions have been authorized.

2.9 TYPE OF WORK SUPERVISION:

2.9.1 The Contractor shall provide supervision to assure competent performance of the mowing service.

2.9.2 The Contractor shall furnish at least one (1) Field Supervisor available during working hours for coordination with the District. The District has the right to review the qualifications of the supervisor. If the District does not feel the supervisor is qualified, the Contractor shall remove him/her from that position.

2.9.3 The Contractor should provide and install a mobile radio and/or mobile phone in the Contractor's Field Supervisor's vehicle to enhance communications between the District and the Contractor's field representative. A telephone "pager" shall be the minimum to satisfy this condition. If the Contractor has mobile radios installed in his vehicles, a hand held unit and charger will be provided to the Operations and Maintenance Division Manager.

2.10 STORAGE:

2.10.1 The Contractor is to provide for all storage at off-site locations, delivering to the site only sufficient equipment and materials to complete daily tasks.

2.11 WASTE DISPOSAL:

- 2.11.1 The Contractor is responsible for removing and disposing from sites all waste handled and/or generated that day in performance of the contract. **Removal method is at the discretion of the contractor; however, burning is not allowed.** The District is not required to supply an on-site area or facility for storage or removal of Contractor waste.
- 2.11.2 All debris and other matter removed from the contract area shall be disposed of in compliance with Federal, State, County, and City laws. The Contractor is solely responsible for any disposal fees (dumping charges). The disposal must be at an authorized landfill.

2.12 WEATHER – SUSPENSION OF WORK:

- 2.12.1 The District reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions.

2.13 LOCAL OFFICE:

- 2.13.1 The Contractor shall maintain a local office with a competent Contractor representative who can be contacted during normal working hours. A local office is one that can be reached from within the City of Phoenix without a toll call. An answering service or mobile telephone will fulfill the requirement for a local office. The Contractor must have a phone number for contact within one hour (60 minutes), Monday through Friday, during normal working hours.

2.14 PREVENTION OF ACCIDENT AND PROTECTION OF THE PUBLIC:

- 2.14.1 Barricades and electric warning lights and notices of types approved by the Operations and Maintenance Division Manager shall be erected and maintained by the Contractor in strict accordance with the latest edition with Maricopa County Department of Transportation's *Manual on Uniform Traffic Control Devices*, or the requirements of the local municipality, to the extent necessary to make the street reasonable safe for use by the public. As a minimum, warning signs shall be posted on Reach 1 of ACDC and EMF south of Broadway and north of Brown when mowing. The contractor shall submit a traffic control plan satisfactory to the O & M Division Manager.
- 2.14.2 The Contractor shall provide and maintain all barricades and other barriers related to his work during the period of the contract. Hard Hats and Safety Vest shall be worn at all times.
- 2.14.3 Work shall be accomplished with a minimum of traffic interruption. Wherever possible, the Contractor shall utilize turn-bays or deceleration lanes for temporary parking of vehicles and equipment; if it is not possible, the vehicle must be pulled completely off the roadway.
- 2.14.4 **The Contractor shall provide dust control in residential areas if needed, as directed by the Maricopa County Flood Control District, using a water truck at the bid per hour price. The District will supply water.**

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2.16 EQUIPMENT:

- 2.16.1 The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition, and capacity to efficiently perform the work and render the services required by this contract.
- 2.16.2 The Contractor shall furnish the District with a list identifying all equipment to be used in fulfilling this agreement and notify the District of any additions or deletions. All vehicles must be maintained in good repair, appearance, and sanitary conditions at all times. The District reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition.
- 2.16.3 All vehicles used by the Contractor must be appropriately licensed and clearly identified with a vehicle number, the name of the company, address and phone number of local office on each side of the equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

2.17 PLANT MATERIAL AND PLANT WATERING SYSTEMS

- 2.17.1 The contractor shall be responsible for damage to or destruction of trees, shrubs, lawns, and ground cover resulting from his performance or lack thereof in accomplishing the scope of the contract.
- 2.17.2 The Contractor shall be responsible for any damages to existing irrigation systems that are caused by his actions or the actions of his employees.
 - 2.17.2.1 The Operations and Maintenance Division Manager or his representative will inspect the irrigation system with the Contractor upon completion of mowing to check for damages to the system.
- 2.17.3 In the event of a disagreement as to the Contractor's cost liability for plant replacement or irrigation system damage, the Chief of Procurement, Materials Management Division shall make the final determination, based on a review of the circumstances causing plant or irrigation system destruction.

2.18 MOWING – TRIMMING – EDGING:

- 2.18.1 Prior to mowing, the contractor shall clean the area of all debris (paper, stones, rocks, boulders, bottles, and miscellaneous litter). **There is to be no tree removal.**
- 2.18.2 Mowing of seeded areas shall be conducted in a neat, orderly manner using appropriate equipment which is clean, sharp, and well-maintained. A grass catcher need not be used unless the Contractor has missed scheduled cutting due to weather or conditions beyond his control or when objects or grass thrown by the mower would create hazards to pedestrians or motorists. The Contractor shall remove all clippings, trimmings, scrap, litter, or debris before leaving the work site.
- 2.18.3 Edging shall be accomplished by using a standard power edger. Lawns shall be edged along curbs, sidewalks, driveways and their physical barriers, except bed dividers, when lawns are cut as required.
- 2.18.4 When large portions of any contract area are not mowable due to excessive ground moisture or standing water, the District may deduct a reasonable pro-rated amount based on the square footage of the area.

2.19 SITE DISTURBANCE:

- 2.19.1 The Contractor shall make every effort to minimize tire marks and compaction of the soil due to driving and parking on non-paved areas.

2.20 ADDITIONS AND DELETIONS:

- 2.20.1 The District reserves the right to add or delete any item(s) with thirty (30) days notice, with appropriate and reasonable price adjustment.

2.21 METHOD OF PAYMENT:

- 2.21.1 The Contractor will be paid on completion of serviced area. Invoices must contain the agreement number or bid number under which the purchase was awarded. The Contractor is to submit a monthly invoice to:
- 2.21.2 Accounts Payable, Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona, 85009.
- 2.21.3 **Contractor will be responsible for all fees or taxes levied by the Gila River Indian Reservation Government. It is the responsibility of Contractor to research what fees are applicable.**

2.22 DELIVERY:

- 2.22.1 It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.23 INVOICING

- 2.23.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.23.1.1 Company name, address and contact
- 2.23.1.2 County bill-to name and contact information
- 2.23.1.3 Contract Serial Number
- 2.23.1.4 County purchase order number
- 2.23.1.5 Invoice number and date
- 2.23.1.6 Payment terms
- 2.23.1.7 Date of service or delivery
- 2.23.1.8 Quantity (number of days or weeks)
- 2.23.1.9 Contract Item number(s)
- 2.23.1.10 Description of Purchase (product or services)
- 2.23.1.11 Pricing per unit of purchase
- 2.23.1.12 Freight (if applicable)
- 2.23.1.13 Extended price
- 2.23.1.14 Mileage w/rate (if applicable)
- 2.23.1.15 Arrival and completion time (if applicable)
- 2.23.1.16 Total Amount Due

2.23.2 **Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

2.23.3 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.23.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.24 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.25 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 FUEL SURCHARGES: ESCALATION/DE-ESCALATION:

Upon contract execution, a fuel surcharge is permissible any time the Consumer Price Index (CPI) Average Price Data rises or falls over nine per cent (9%), and remains so for a minimum thirty (30) day period.

3.4.1 CPI Index Series ID:

- a. APU040074714 – Gasoline, unleaded regular
- b. APU040074717 – Automotive Diesel Fuel

3.4.2 The formula used in computing any fuel surcharge will be:

The Fuel Cost Component from Line 1.37 of ATTACHMENT A, multiplied by the Cost per Service (by Site) from ATTACHMENT A, multiplied by the CPI Series ID per cent (%) of change for the minimum thirty (30) day period.

(Fuel Cost Component X Site Cost per Service X CPI change = Fuel surcharge per site service invoice).

Any fuel surcharges will be entered as a separate line item per invoice.

3.4.3 Any escalation/de-escalation shall be approved by Maricopa County prior to implementation.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.6 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.6.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.4 Certificates of Insurance.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

- 3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE RUBIN, Flood Control District, 602-506-5037

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.13 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.13.1 Two copies of the following:

3.13.1.1 Attachment A - Pricing

3.13.1.2 Attachments B - Agreement Page (with original signatures)

3.13.1.3 Attachment C - References

3.13.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)

3.13.1.5 Qualification Statement (refer Section 2.1 and 2.16)

3.13.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.14 MARICOPA COUNTY VENDOR REGISTRATION

3.14.1 Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. **Bids submitted without this number may be deemed non-responsive and not considered for award.**

3.15 EVALUATION CRITERIA:

3.15.1 The evaluation of this Bid will be based on, but not limited to, the following:

3.15.2 Compliance with specifications

3.15.3 Price

3.15.4 Determination of responsibility

3.15.5 Previous performance under a County contract

3.15.6 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

3.16 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

ATTACHMENT A
PRICING

SERIAL 06065-S

PRICING SHEET: S007802/B0602771/NIGP98836

BIDDER NAME: _____
VENDOR # : _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____
NET 15 _____
NET 20 _____
NET 30 _____
NET 45 _____
NET 60 _____
NET 90 _____
2% 10 DAYS NET 30 _____
1% 10 DAYS NET 30 _____
2% 30 DAYS NET 31 _____
1% 30 DAYS NET 31 _____
5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

ATTACHMENT A
PRICING

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

- ☐ NEWSPAPER ADVERTISEMENT
- ☐ MARICOPA COUNTY WEB SITE
- ☐ POSTAL MAIL PRE-SOLICITATION NOTICE
- ☐ E-MAIL PRE-SOLOCITATION NOTICE
- ☐ OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ATTACHMENT A
PRICING

1.0 PRICING:

	<u>Name Of Structure</u>	<u>Acres</u>	<u>Mileage*</u>	<u>Initial Cost Per Site**</u>	<u>Semi Annual Cost Per Site**</u>	<u>Quarterly Cost Per Site**</u>	<u>Monthly Cost Per Site**</u>
1.1	Adobe Dam and Excess land	36.5	20.80				
1.2	AC-DC R 1	Slopes 55.6					
		Channel Bottom					
		61.6	16.60				
				Total-Slopes and Bottom	Total- Slopes and Bottom	Total-Slopes and Bottom	Total-Slopes and Bottom
1.3	AC-DC R 4 Cudia City Wash Basin	7.5	13.30				
1.4	(ADOT Basins R16)White Tanks ADMP	32	20.00				
1.5	(ADOT Basins R17) White Tanks ADMP	37	20.00				
1.6	(ADOT Basins R18) White Tanks ADMP	11	20.00				
1.7	(ADOT Basins R19) White Tanks ADMP	33	20.00				
1.8	Buckeye # 1	180	30.60				
1.9	Buckeye # 2	42	30.30				
1.10	Buckeye # 3	22	30.00				
1.11	Cave Creek Basin	9	12.80				
1.12	Casandro Wash Dam	3	60.00				
1.13	Centennial Levee	60	61.00				
1.14	East Fork Cave Creek R 7	11	22.10				
1.15	East Maricopa FLDWY. R 3 to R 6	Slopes 146.32					
		Channel Bottom					
		325.28	31.0 (avg.)				
				Total-Slopes and Bottom	Total- Slopes and Bottom	Total-Slopes and Bottom	Total-Slopes and Bottom
1.16	Harquahala FRS.	140	60.00				
1.17	Harquahala FLDWY.	14	60.00				
1.18	McMicken Dam	114	23.00				
1.19	McMicken Outfall Channel	146	23.00				
1.20	Pass MTN. DIV. Channel	43	35.40				
1.21	Powerline FRS.	30.3	37.00				
1.22	PowerLine FLDWY.	13.24	37.00				
1.23	Rittenhouse FRS.	27.81	40.00				
1.24	Rittenhouse Road drain.	56	30.00				
1.25	Saddleback FRS.	180	59.00				
1.26	Saddleback DIV. Channel.	85.8	60.00				
1.27	Signal Butte FRS	32.3	36.00				
1.28	Signal Butte FLDWY.	6.2	36.00				
1.29	Skunk Creek @ I-17	61.3	22.00				
1.30	Sossaman Drain R 2	5.06	28.00				
1.31	Spookhill FRS/OUTLET	72.36	34.00				
1.32	Sunset FRS	4	54.40				
1.33	Sunnycove FRS.	3	54.40				
1.34	Vineyard FRS.	23.16	40.00				
1.35	White Tanks # 3	21	30.00				
1.36	White Tanks # 4	20	25.00				
1.37	Fuel Cost Component						
	Fuel costs are what per cent (average) of the Cost per Service bid?			_____ %	_____ %		

ATTACHMENT A
PRICING

***Mileage** is the approximate distance from the Flood Control District Office at 2801 W. Durango St., Phoenix, AZ to the structure.

****Cost Per Site** shall be inclusive of **all** charges incurred by the Contractor in meeting the performance requirements under this contract.
(All charges including, but not limited to mobilization [travel] and fuel costs, labor, tools, equipment, and supplies.)

NOTES

***Mileage** is the approximate distance from the Flood Control District Office at 2801 W. Durango St., Phoenix, AZ to the structure.

****Cost Per Site** shall be inclusive of **all** charges incurred by the Contractor in meeting the performance requirements under this contract
.
(All charges including, but not limited to mobilization [travel] and fuel costs, labor, tools, equipment, and supplies.)

Some structures require lengthy travel to mow a few acres. Structure your bid to Include "windshield" time.

Some structures may have bike paths, basketball courts, football or soccer fields. Mow around them.
Base your bid on the acreage identified with each structure.

The Vineyard FRS is identified as being in Pinal County, but Maricopa County is responsible for its upkeep.

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 RESPONDENT SUBMITTING PROPOSAL

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 DEPUTY MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.



SERIAL 06065-S
MOWING OF FLOOD CONTROL STRUCTURES (NIGP 98836)

Questions and Answers

The following questions were submitted

1. Q. Can the bid be amended to allow for an initial clean-up (This might include a separate line item for tree removal depending on the caliper)?

A. See section 2.18.1; there is to be no tree removal.
2. Q. Can the bid be amended to state the number of times per year these areas will be mowed?

A. The bid should state (as needed), see the intent paragraph
3. Q. Are there budgeted monies set aside for this project?

A. Yes
4. Q. Will there be multiple awards for this solicitation or will it be awarded on an all or nothing basis?

A. Per administrative info on the web page - AWARD OF CONTRACT:
The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.
5. Q. Would the County consider an initial clean up of each location prior to the start of regular maintenance on a set price per acre basis?

A. See the pricing page.
6. Q. Some areas in the solicitation currently have very high and dense growth. Are we required to remove all of the clippings off site?

A. See section 2.11.1

Q. If so, what are the ways that are agreeable to the Flood Control District?

A. The method of removal is your decision; however, burning is not allowed;

7. Q. There are currently trees in some of the areas. Is that our responsibility to remove the trees under this contract? If so, is it our obligation to dispose of them?

A. Answer: There is to be NO tree removal

8. Q. Could this contract be split up between multiple contractors?

A. See answer to question 4 above.

9. Q. Is four to six inches the cutting height that is being sought?

A. Yes